

### Statement of Work

This Appendix 12 ("**Appendix 12**") is effective as of July 26, 2012 and is issued pursuant to and is subject to Appendix A-1 to the Master Services Agreement dated September 22, 2009 ("**Agreement**") between Fair Isaac Corporation ("**Fair Isaac**") and Chubb & Son, a division of Federal Insurance Company ("**Chubb or Chubb**"). Capitalized terms used herein that are defined in the Agreement will have the meanings given to such terms in the Agreement.

**1. Description of Services.** Fair Isaac will provide the following services ("**Services**"):

1.1 In support of Chubb's Blaze Advisor projects, Fair Isaac will provide Blaze Advisor consulting services/support on a staff augmentation basis remotely via phone support.

1.1.1 Consulting will be provided in increments of one hour.

1.1.2 Fair Isaac will attempt to maintain continuity of resources when possible.

1.1.3 Chubb will initiate a request in a mutually agreeable fashion that may change during the time of this agreement. That may include first reaching out to a Chubb Partner, Professional Services representative or a specified resource.

**2. Grant of License to Deliverables.** Subject to the terms and conditions of the Agreement, Fair Isaac grants to Chubb a non-exclusive, non-transferable, revocable, limited copyright license to perform and display the Deliverables; only in the Territory; only for the Term; and only for the benefit of Chubb's internal business. "**Deliverables**" means any report, custom code, documentation, or other deliverable developed for Chubb and provided by Fair Isaac under this Statement of Work, including any updates and modifications thereof.

**3. Scheduling and Delivery of Services.** Fair Isaac generally requires a minimum of ten business days from execution of the SOW to schedule the appropriate Fair Isaac consultants. Fair Isaac may use its employees or subcontractors to perform the Services from any Fair Isaac location, including the Fair Isaac global delivery centers. If applicable, onsite Services will be performed during standard local business hours except on national holidays, bank holidays, Fair Isaac corporate holidays or other holidays as mutually agreed otherwise. Fair Isaac will utilize Fair Isaac's technology and methodology to perform the Services.

**4. Changes to Services; Out of Scope Services.** Either party may submit a written (email or other writing) request for additions or changes to the Services, including a reasonably detailed description of the proposed additions or changes. Following receipt of such request, Chubb and Fair Isaac will work together to reach a decision on the proposed change within five (5) business days. If agreement is reached, the additions or changes will be reflected in a Change Order to this SOW signed by both parties.

Services not itemized in Section 1 (Description of Services) are outside the scope of this SOW, and requests for such services must follow the above Change Order process, or may be provided pursuant to a separate, mutually agreed SOW. Fair Isaac will not be obligated to perform the services described in the request until the parties have fully executed the Change Order or new SOW.

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**5. Assumptions; Chubb Responsibilities.** Fair Isaac has relied upon the following assumptions and Chubb responsibilities in agreeing to perform the Services and estimating the number of hours required to perform the Services. If the assumptions are incorrect, or if the Chubb responsibilities are not performed in a timely manner, the estimated number of hours, fees and expenses may be impacted, and a change to the scope of work may be required.

**5.1 Assumptions and Project Dependencies.**

5.1.1 Each party will complete assigned tasks by the dates as mutually agreed.

5.1.2 The Services, including all correspondence and documents, will be provided in English, and all meetings conducted in English.

5.1.3 The Services will be provided remotely.

**5.2 Chubb Responsibilities.**

5.2.1 **Chubb Resources.** Chubb will ensure that appropriately skilled Chubb resources are available to Fair Isaac at the applicable points during the project or as reasonably requested by Fair Isaac. Chubb will designate a Project Manager who will be available as Fair Isaac's primary point of contact and will maintain a project plan for Chubb tasks, manage all Chubb team members and their assigned tasks, and manage all Chubb assigned risks, issues and action items. Chubb personnel who can authoritatively speak to the goals, scope and business requirements of the application functionality required must be available to define requirements and design solution.

5.2.2 **Chubb Documents.** Chubb is responsible for creating all documents required by Chubb during the Services, unless such documents are listed as a Fair Isaac Deliverable.

5.2.4 If Chubb has any special policies or requirements regarding facility access or security, access to Chubb's network and other software programs, or assignment of Foreign Nationals to provide Services under an SOW, Chubb must notify Fair Isaac in writing of such policies prior to the commencement of the Services. For purposes of this Section, "Foreign Nationals" means any person residing in the United States who is not a United States citizen or who has not been granted permanent residency status.

5.2.5 Chubb is responsible for providing data and materials required by Fair Isaac in the format and according to Fair Isaac's specifications, and will be available as needed to answer questions regarding such data and materials.

**6. Fees, Payment Terms, and Expenses.**

6.1 **Fees and Payment Terms.** Fair Isaac will provide Chubb the Services on a time and material basis. The hourly rates are set forth in the table below do not include reasonable travel and associated out-of-pocket expenses incurred by Fair Isaac in connection with this SOW, which will be billed to Chubb at Fair Isaac's actual cost. Chubb agrees to reimburse Fair Isaac for all such expenses incurred by Fair Isaac in connection with this SOW as specified in the Agreement. Fair Isaac will invoice

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Chubb for the Services on a monthly basis as Services are performed, and Chubb will pay each invoice in accordance with the payment terms specified in the Agreement.

Service Description	Product #	Number of Hours	Hourly Rate	Fees
Professional Services				

**7. Term and Termination.**

7.1 Term. The parties estimate that the performance of the Services will continue through July 31, 2013. This SOW will remain in effect until the hours are expended or but in any event no later than July 31, 2013, unless otherwise terminated in accordance with the Agreement.

7.2 Suspension of Services; Termination of SOW. The parties agree that the performance of the Services shall be continuous from the date the Services begin. Any delays in the project schedule due to (i) delay in the General Availability of Blaze Advisor Version 7.1 for Java beyond September 15, 2012, or (ii) Fair Isaac's inability to provide resources, which impact Chubb's ability to reasonably utilize all services by the Forfeiture Date will result in an extension of the Forfeiture Date equivalent to the length of the delay or other mutually agreed upon duration. Further services, including the continuation of the project described in this SOW, will be subject to a new SOW to be mutually agreed by the parties.

7.3 Expiration of Offer If this SOW is not signed by August 15, 2012 this SOW will expire.

8. **Non-solicitation.** During the term of this SOW and for a period of 12 months following the termination or expiration of this SOW, Chubb agrees that it will not, without the prior written consent of Fair Isaac, directly solicit for employment any of Fair Isaac's personnel (including third party consultants) who have been involved in the Services under this SOW; provided that the foregoing shall not preclude or limit Chubb's ability to conduct a general, good faith, solicitation for employment on a national or regional basis that does not target such personnel, or to hire such personnel who apply for a position as a result of a general solicitation.

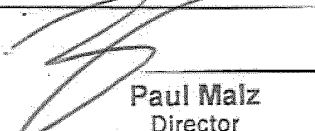

9. **General.** This SOW, together with the applicable provisions of the Agreement, constitutes the entire agreement of the parties with respect to the subject matter of this SOW and supersedes any prior oral or written proposals, representations, promises or agreements. This SOW is subject to the terms and conditions of the Agreement, but in the case of any conflict between the terms of this SOW and the terms of the Agreement, the terms of this SOW will control.

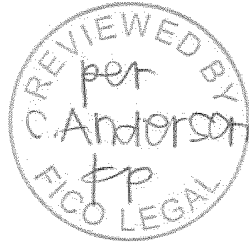
Signed by authorized representatives of Fair Isaac and Chubb as of the Effective Date.

Fair Isaac Corporation	Chubb & Son, a division of Federal Insurance Company
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By: 	By: 
Printed Name: Paul Malz Director	Printed Name: MARK FERTH
Title: Financial Planning & Analysis	Title: SR VP
Date Signed: 7/31/12	Date Signed: 7/27/12

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**Instructions to Chubb:***1. Authorized corporate officer should execute 2 copies of the document.**2. Complete all requested information below:*

	<b>Return executed contract to Chubb at:</b>
<b>Address:</b>	
<b>City, State:</b>	
<b>Zip Code:</b>	
<b>Attention:</b>	
<b>Phone:</b>	
<b>Fax (Optional):</b>	
<b>Email (Optional):</b>	

*3. To expedite, please fax a completed and executed copy to: 858-523-4450.**4. Please return 2 completed and executed copies of the entire document to:*

Fair Isaac Contracts Administration  
3661 Valley Centre Drive, Suite 500  
San Diego, CA 92130  
USA

**Questions? Call: 858-369-8259***Fair Isaac Confidential*